

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE NORTHERN DISTRICT OF MISSISSIPPI**

**IN RE:  
BENJAMIN ERIC WATTS  
AMY NICOLE WATTS  
A/K/A AMY NICOLE MILLER**

**BANKRUPTCY CASE NO. 14-14565-JDW**

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**RESPONSE TO MOTION FOR AUTHORITY TO  
SELL PROPERTY OF THE ESTATE**

COMES NOW, 21st Mortgage Corporation ("21st Mortgage"), and files this its Response to the Motion For Authority To Sell Property of the Estate ("Motion") [Dkt # 87] and responding paragraph by paragraph states as follows:

1. Admitted.

2. Admitted.

3. Admitted.

4. Admitted.

5. Admitted.

6. Admitted.

7. 21st Mortgage is without sufficient information regarding all other allegations contained in Paragraph 7 of the Motion and therefore denies same.

8. 21st Mortgage admits that it is the lienholder on the subject mobile home and that the confirmed Chapter 13 Plan provides that 21st Mortgage is to be paid a value plus interest over the life of the Plan. 21st Mortgage further admits that it's claim must be paid in full from the proceeds from any sale. 21st Mortgage is without sufficient information regarding all other allegations contained in Paragraph 8 of the Motion and therefore denies same.

9. 21st Mortgage admits that sufficient funds must be available from any sale to pay the claim of 21st Mortgage in full, including reimbursement for unpaid insurance premiums totaling \$1,828.00. 21st Mortgage is without sufficient information concerning all other allegations contained

in Paragraph 9 of the Motion and therefore denies same.

10. 21st Mortgage admits that sufficient funds must be available from any sale to pay the claim of 21st Mortgage in full, including reimbursement for unpaid insurance premiums. 21st Mortgage is without sufficient information concerning all other allegations contained in paragraph 10 of the Motion and therefore denies same.

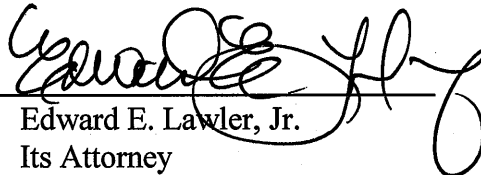
11. 21st Mortgage has no objection to the sale as described in the Motion provided the claim of 21st Mortgage is paid in full, including reimbursement for unpaid insurance premiums.

**WHEREFORE, PREMISES CONSIDERED,** so long as the claim of 21st Mortgage as described herein is paid in full, 21st Mortgage has no objection to the proposed sale.

**DATED:** April 4, 2019.

Respectfully submitted,

21st Mortgage Corporation

BY:   
Edward E. Lawler, Jr.  
Its Attorney

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**CERTIFICATE OF SERVICE**

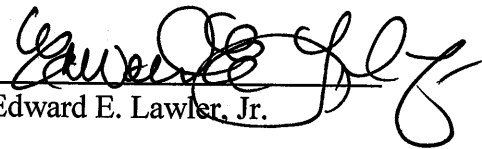
I certify that a copy of the foregoing document was served upon the following:

Robert Gambrell  
Gambrell & Associates PLLC  
101 Ricky D Britt Blvd Ste 3  
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Locke D. Barkley  
Northern District of Mississippi  
6360 I-55 North Suite 140  
Jackson, MS 39211

United States Trustee  
501 East Court Street, Suite 6-430  
Jackson, MS 39201

by United States mail, postage prepaid, or by electronic notice, on April 4, 2019.

  
Edward E. Lawler, Jr.

TFMTG-B1010